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CONTRACT DOCUMENTS AND CONSTRUCTION SPECIFICATIONS FOR

**CSA 1 – INDIAN LAKES PRESSURE FILTER REPLACEMENT
AT
WATER TREATMENT PLANT ON THE SW CORNER OF PICAYUNE RD. AND
DELAWARE RD.
COURSEGOLD, CALIFORNIA
PROJECT NO. 09-010-CSA-1**

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Date July 2010

Prepared by:

**COUNTY OF MADERA
RESOURCE MANAGEMENT AGENCY
DEPARTMENT OF ENGINEERING &
GENERAL SERVICES**

2037 W. Cleveland Avenue
Madera, California 93637



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APPENDIX

MADERA COUNTY MASTER AGREEMENT 011

DIVISION 01- PROCUREMENT AND CONTRACTING REQUIREMENTS

NOTICE TO CONTRACTORS

FROM:

The County of Madera (hereinafter referred to as Owner):

County of Madera Resource Management Agency
2037 West Cleveland Avenue
Madera, CA 93637

And the Engineer (hereinafter referred to as Engineer):

County of Madera or their appointed representative.

DATE:

TO: POTENTIAL BIDDERS

- A. The County of Madera is requesting bids for the project titled **CSA 1- INDIAN LAKES PRESSURE FILTER REPLACEMENT**. All bids must be sealed and marked with the bid number and title and received prior to **3:00 pm on August 31, 2010** at the main reception desk of the Madera County Resource Management Agency, 2037 West Cleveland Avenue, Madera, CA 93637 after which time they shall be opened and publicly read. *Facsimile (Fax) copies of the bid will not be accepted.*
- B. A **mandatory bidders** conference has been scheduled for **11:00 a.m.** on the **25th** day of **August 2010** at the location of Project Site. A list of attending contractors will be taken during the mandatory meeting and no bids shall be accepted from contractors not identified on said list.
- C. Project Description: The project includes replacing three pressure vessels designed to remove iron and manganese from drinking water. The project also includes replacing a contact tank and constructing a high pressure bypass assembly.
- D. Bid Documents can be obtained by bidders from Madera County Resource Management Agency, 2037 West Cleveland Avenue, Madera, CA 93637, upon receipt of a non-refundable deposit, by certified check or cash, in the amount of \$20.00 per set.
- E. Bids shall be accompanied by a security deposit in either of the following three forms:
1. Bid Bond of a sum no less than 10 percent of the Bid Amount.
Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
 2. Certified check in the amount of 10 percent of the Bid Amount.
Endorse the certified check in the name of the Owner.
 3. Cashier's Check in the amount of 10 percent of the Bid Amount
Endorse the cashier's check in the name of the Owner.
- F. The check or bid bond shall be given as a guarantee that the bidder will execute the Contract, it is awarded to him, in conformity with the Contract Documents, and shall provide the surety bond(s) and other required contract documents, as specified, with ten (10) calendar days after notification of award of the Contract to the Bidder.
- G. The bonds required of the successful bidder are a faithful performance bond in the amount of one hundred ten percent (100%) of said bid and a payment bond in an amount equal to one hundred percent (100%) of the amount of said bid, in accordance with the provisions of Sections 3247-3251 of the California Civil Code.
- H. If the Successful bidder fails to execute the contract for which the bid is accepted and fails to furnish the required bonds within ten (10) days after the mailing of notice of award of the contract to the successful bidder, Madera County shall have just cause for annulment of the award and

forfeiture of the proposal guarantee. In this case, Madera County reserves the right to award the contract to one of the other bidders or reject all bids.

- I. Proof of insurance (Certificate of Insurance) certifying coverage in the minimum amounts included in Section 6.02 of the Instructions to Bidders, summarized below, shall be submitted with each bid:

Worker's Compensation (\$1,000,000 minimum)

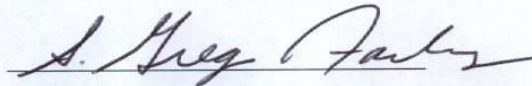
Comprehensive General Liability (\$1,000,000 minimum for each occurrence, General Aggregate of \$2,000,000 minimum)

Auto Liability (Combined Single Limit of \$1,000,000 minimum)

All liability policies must contain an endorsement naming the Madera County Resource Management Agency as "additional insured." Additionally, the Comprehensive General Liability policy must contain an endorsement which makes each job site a separate limit.

Section 6.02 of the Instructions to Bidders shall govern insurance requirements.

- J. Refer to other bidding requirements described in Document 00 2113 - Instructions to Bidders.
- K. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- L. Madera County has ascertained the general prevailing rate of per diem wages, as said term is defined in California Labor Code 1773.1, including the rate for health and welfare, pension, vacation and similar benefits, in the locality of Madera County for each craft, classification, or type of worker needed to execute the contract, which said rates are on file in the office of Madera County Resource Management Agency and are set forth in the Contract Documents above referred to and are hereby specified for this construction work.
- M. The Contractor shall pay the general prevailing hourly wage rate for holiday work for all holidays recognized in the applicable collective bargaining agreement. The Contractor shall make travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement. Said agreement is the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project, which agreement is on file with the Director of Industrial Relations.
- N. License Required. To perform the work required by this bid, Contractor must possess a **Class A License**. Additionally, a **Madera County Business License** is required. In lieu of a County Business License, a copy of a current business license from the City of Madera or City of Chowchilla, together with a completed County application is acceptable.
- O. Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.
- P. The Owner reserves the right to accept or reject any or all offers.



S. GREG FARLEY, COUNTY ENGINEER

8-11-10

DATED

END OF NOTICE TO CONTRACTORS

INSTRUCTIONS TO BIDDERS

INVITATION

1.01 BID SUBMISSION

- A. Bids signed, executed, and dated will be received at the time and location indicated in the Notice to Contractors.
- B. Offers submitted after the stated bid opening time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.

1.02 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises site development, including general construction, structural, mechanical, and electrical Work.

1.03 CONTRACT TIME

- A. Perform the Work in sixty (100) working days including submittals, fabrication, construction and testing.

BID DOCUMENTS AND CONTRACT DOCUMENTS

2.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Notice to Contractors, Instructions to Bidders, Bid Form, _____ identified.
- B. Bid, Offer, or Bidding: Act of submitting an offer.
- C. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.
- D. Responsible Bidder: A bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform a public works contract.
- E. Responsive Bid: A bid which meets all of the requirements and specifications provided in the applicable Contract Documents.

2.02 AVAILABILITY

- A. Bid Documents may be obtained at the office of Owner.
- B. Bid Documents can be obtained by bidders from Madera County Resource Management Agency, 2037 West Cleveland Avenue, Madera, CA 93637, upon receipt of a non-refundable deposit, by certified check or cash, in the amount of \$20.00 per set.
- C. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

2.03 EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify Engineer should the documents be incomplete.
- B. Immediately notify Engineer upon finding discrepancies or omissions in the Bid Documents.

2.04 INQUIRIES/ADDENDA

- A. Direct questions to **Glenn Eastes**, Madera County Resource Management Agency, telephone (559) 675-7817.
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.

- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

2.05 MODIFICATIONS

- A. Changes in or additions to any bid document, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation to bid. No oral, telephonic, or telegraphic modification of any bid submitted will be considered.

2.06 INTERPRETATION OF PLANS AND DOCUMENTS

- A. If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, a written request for an interpretation or correction thereof may be submitted to the Owner. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued by the Owner, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If discrepancies on drawings or in the plans or specifications, or conflicts between drawings, plans, specifications, terms or conditions exist, the interpretation of the Owner shall prevail.
- B. Submittal of a bid without clarifications shall be incontrovertible evidence that the bidder has determined that the plans, specifications and drawings are sufficient for bidding and completing the Project; bidder is capable of reading, following and completing the Project in accordance with the plans, specifications and drawings; and that the plans, specifications and drawings fall within an acceptable standard for plans, specifications and drawings; and that bidder agrees that the Project can and will be completed according to the Owner's time lines and according to the progress schedule to be submitted by the successful bidder incorporating the Owner's time lines for completion of the Project.

SITE ASSESSMENT

3.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive and/or examine any Contract Document, form, instrument, addendum, or other document, or to visit the site and acquaint himself with the conditions attendant thereto shall not relieve any bidder from any duties and/or obligations with respect to his bid or to the Contract. The submission of a bid shall be incontrovertible evidence that the bidder has complied with this section.

3.02 PREBID CONFERENCE

- A. A bidders conference is scheduled as stated in the Notice to Contractors.
- B. All general contract and subcontract bidders are invited.
- C. Representatives of Engineer will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

4.01 LICENSE

- A. License Required. To perform the work required by this bid, Contractor must possess a **Class A License**. Additionally, a **Madera County Business License** is required. In lieu of a County Business License, a copy of a current business license from the City of Madera or City of Chowchilla, together with a completed County application is acceptable.
- B. License. Bidder may bid only on work of a kind for which it is properly licensed by the California Contractor's State License Board. Joint venture bidders must possess a joint venture license. The bidder and all subcontractors must be properly licensed, as required by law, at the time of bid and all licenses must remain current for the duration of the Project. All bids shall state the contractor's license number and its expiration date. Failure to supply complete contractor's license information and appropriate signatures on the bid form may result in the bid being considered non-responsive. It is the bidder's responsibility to ensure that the Owner can verify licensure before bid awards are made.

4.02 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, previous experience, and current commitments, license to perform work in the State.

4.03 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

4.04 PREVAILING WAGE REQUIREMENTS

- A. As provided by law, Madera County has ascertained the general prevailing rate of per diem wages, as said term is defined in California Labor Code 1773.1, including the rate for health and welfare, pension, vacation and similar benefits, in the locality of Madera County for each craft, classification, or type of worker needed to execute the contract, which said rates are on file in the office of Madera County Resource Management Agency and are set forth in the Contract Documents above referred to and are hereby specified for this construction work.
- B. The Contractor shall pay the general prevailing hourly wage rate for holiday work for all holidays recognized in the applicable collective bargaining agreement. The Contractor shall make travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreement. Said agreement is the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project, which agreement is on file with the Director of Industrial Relations.
- C. Any bidder that intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids. If any bidder cannot find a job classification needed to execute a contract in the County's general prevailing wage determinations, the bidder shall contact the Division of Labor Statistics and Research, Prevailing Wage Unit, Post Office Box 603, San Francisco, California 94101, (415) 557-0561. Include in the request, the project name and contract number, the classifications needed, job description, bid advertisement date, and location of the project. because it may necessitate a wage survey, the bidder should request any necessary determinations before the submittal of bid so that the determination has been made at the time the work begins. The bidder should allow 30-45 days for the determination in case a wage survey is necessary.
- D. If the Contractor intends to employ workmen in an apprenticeable craft or trade and this Contract involves either (1) \$30,000 or more, or (2) 20 or more working days, the Contractor's attention is directed to the provisions of California Labor Code Section 1777.5 relating to apprentices on public works, the entire provisions of which are incorporated by this reference as if fully set forth

hereinafter and compliance with which shall be the responsibility of the Contractor.

BID SUBMISSION

5.01 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, irregularities in bid bond, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

5.02 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.
- D. A bid response to any specific item of this bid with terms such as "negotiable," "will negotiate" or similar counter proposal will result in the bid being rejected as non-responsive.

BID ENCLOSURES/REQUIREMENTS

6.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit in either of the following three forms:
 - 1. Bid Bond of a sum no less than 10 percent of the Bid Amount.
Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
 - 2. Certified check in the amount of 10 percent of the Bid Amount.
Endorse the certified check in the name of the Owner.
 - 3. Cashier's Check in the amount of 10 percent of the Bid Amount.
Endorse the cashier's check in the name of the Owner.
- B. Surety
 - 1. Personal sureties and unregistered surety companies are unacceptable.
 - 2. Surety must have an A.M. Best rating of no lower than A-: VII, or as otherwise approved, to be considered a sufficient surety for bidding purposes. Such rating must be verifiable by Owner on the A.M. Best website (www.ambest.com) prior to approval.
 - 3. Surety must be listed with the California Department of Insurance as an admitted surety insurance carrier.
 - 4. Surety must produce the original, or a certified copy of the un-revoked power of attorney, bylaws, or other instrument that authorizes the person executing the bond to do so.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. After a bid has been accepted, all securities will be returned to the respective bidders.
- E. The check or bid bond shall be given as a guarantee that the bidder will execute the Contract, it is awarded to him, in conformity with the Contract Documents, and shall provide the surety bond(s) and other required contract documents, as specified, with ten (10) calendar days after notification of award of the Contract to the Bidder.
- F. If no contract is awarded, all security deposits will be returned.

6.02 INSURANCE

- A. Proof of insurance (Certificate of Insurance) certifying coverage in the minimum amounts required by these Special Provisions shall be submitted to Madera County before 5:00 pm on the second business day following the opening of bids or as extended in writing by Madera County. Madera County encourages the Contractor to submit the required proof of insurance at the time of the bid opening to allow the District to check it for completeness so that the Contractor can make any necessary revisions prior to such deadline.
- B. Contractor, at Contractor's expense, shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the Owner and with limits not less than those stated hereinafter.
- C. Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the Contractor.
- D. Certificates of Insurance shall be originally signed by an authorized representative and shall be submitted in duplicate and shall contain transcripts from the policies authenticated by the proper office of the insurer evidencing, in particular, those insured, the extent of the insurance, the location of and the operations to which the insurance applies and thirty (30) days NOTICE OF CANCELLATION of the policy. Policy shall read **"SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED"**.
- E. All of Contractor's insurance policies shall name the Owner and the Architect/Engineer, and its employees and agents, as additional insured. Certificates of Insurance must have attached Additional Insured Endorsement (Insurance Services Officer form CG2010).
- F. Insurance coverage shall not be less than the following:
 - 1. Workers' Compensation in accordance with the provisions of Section 3700 of the Labor Code. Contractor shall sign and file with Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this contract." The form for this certificate is included as a part of the Contract Documents.
 - 2. Comprehensive General Liability coverage must be written on an occurrence, as opposed to claims made basis, with policy limits of not less than \$2,000,000 CSL (combined single limit), BI (bodily injury) and PD (property damage) and include coverage for the following:
 - a. Premises - operations
 - b. Contractual liability
 - c. Products
 - d. Completed operations
 - e. Broad form PD and including X, C and U coverage, if applicable to the work
 - f. Personal injury
 - 3. Comprehensive Auto Liability insurance with limits of not less than \$1,000,000 CSL, BI and PD.

6.03 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.
- B. Bids shall be made upon the bid form included in these contract documents with all items properly filled out; numbers shall be stated both in writing and in figures; the signature of each person signing shall be in longhand. The completed form shall be without interlineations, alterations, or

erasures.

C. Bids shall not contain any conditions or any modification of the work to be done. Alternate proposals will not be considered, unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.

D. Taxes shall be included in the amount bid.

6.04 BID FORM SIGNATURE

A. The Bid Form shall be signed by the bidder, as follows:

1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

6.05 ADDITIONAL BID INFORMATION

A. Submit the following Supplements concurrent with bid submission:

1. Document 00 4346 - Designation of Subcontractors
2. Document 00 4519 - Non-Collusion Affidavit
3. Document 00 4526 - Workers' Compensation Certificate
4. Document 00 6113.10 - Bid Bond

6.06 SELECTION AND AWARD OF ALTERNATIVES

- A. Indicate variation of bid price for alternatives listed on the Bid Form. Unless otherwise indicated, indicate alternatives as a difference in bid price by adding to or deducting from the base bid price.
- B. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to alternatives and bid price adjustments.

6.07 BID PROTEST PROCEDURE

- A. Any bid protest must be submitted in writing, together with all supporting documentation and argument, in an envelope marked "bid protest" and describing the bid/project being protested, and delivered to the Madera County Engineering Department, 2037 W. Cleveland Ave., Madera, CA 93637. The bid protest must be submitted before 5:00 p.m. (as determined by the clock in the office of the Madera County Engineering Department) of the third (3rd) calendar day following the posting of the Notice of Intent to Award by the Madera County Engineering Department.
- B. The Madera County, County Engineer will review all timely bid protests and issue his determination within five business days of the deadline for bid protest submittal. The determination of the County Engineer shall be final."

OFFER ACCEPTANCE/REJECTION

7.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the bid closing date.

7.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Engineer on behalf of Owner, will issue to the successful bidder, a written Notice of Award.
- C. Upon notice of award, the successful bidder shall post all required bonds and submit proper evidence of insurance coverage as called for by the Contract Documents. If this is not accomplished within ten (10) calendar days, the Owner reserves the right to retain/cash Contractor's bid security to cover any and all expenses, costs and damages, and award the bid to the next lowest bidder or otherwise proceed as allowed by law. Rejection of any or all proposals, to contract work with whomever and in whatever manner, to abandon the work entirely, or to waive any informality/irregularity in the bids received or the bidding process is reserved as the right of the Owner.

7.03 AGREEMENTS AND BONDS

- A. The bonds required of the successful bidder are a faithful performance bond in the amount of one hundred ten percent (100%) of said bid and a payment bond in an amount equal to one hundred percent (100%) of the amount of said bid, in accordance with the provisions of Sections 3247-3251 of the California Civil Code.

CONTRACT EXECUTION

8.01 LIQUIDATED DAMAGES

- A. In accordance with Government Code Section 53069.85, for each calendar day completion is delayed beyond the time specified in the Notice To Proceed, Contractor agrees to forfeit and pay to District the sum of one thousand dollars (\$1000.00) per calendar day.
- B. All liquidated damages shall be deducted from any payments due to or to become due to Contractor. Notwithstanding any provisions of the Contract Documents to the contrary, liquidated damages shall be imposed until final completion of the entire Project in conformity with all the terms, conditions, and requirements of the Contract Documents.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

TO: Madera County Resource Management Agency (Owner)

2037 West Cleveland Ave

Madera, CA 93637-8720

DATE: _____ (Bidder to enter date)

SUBMITTED BY: (Bidder to enter name and address)

Bidder's Full Name _____

Address _____

City, State, Zip _____

OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form of:

Item	Description	Quantity	Unit	Unit Cost	Subtotal
1	Mobilization, Insurance and Bonds	lump sum		\$	\$
	Unit price in words:				
2	Demolition and Disposal	lump sum		\$	\$
	Unit price in words:				
3	Pressure Filters and appurtenance	3		\$	\$
	Unit price in words:				
4	Contact Tank and appurtenance	1		\$	\$
	Unit price in words:				
5	6-inch Pressure Relief Valve and appurtenance	Lump Sum		\$	\$
	Unit price in words:				
TOTAL BASE BID AMOUNT					\$
Total Base Bid amount in words:					

- A. In case of discrepancy between words and figures, the words shall prevail.
 B. Total bid shall be deemed to be the sum of the subtotals for each construction item.
 C. We have included the required security Bid Bond as required by the Instruction to Bidders.
 D. All applicable federal taxes and State of California taxes are included in the Bid Sum.

ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty (60) calendar days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within ten days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in sixty (60) working days from Notice to Proceed.

ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum. (Attach additional sheets if necessary.)
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.

BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
 - 1. Designation of Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.
 - 2. Non-Collusion Affidavit
 - 3. Workers Compensation Certification

BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

END OF BID FORM

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DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 et seq) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidders (prime contractors) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid. In accordance with Public Contract Code 4104, additional information, if requested, other than name, location of business and portion of work for subcontractors may be submitted up to 24 hours after deadline for receipt of bids.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidders (prime contractors) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidders (prime contractors) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidders (prime contractors) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and only after a finding reduced to writing as a public record of the Owner awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify any such additional subcontractors by alternate bid number.

SUBCONTRACTOR INFORMATION

1. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: (____) _____

Fax No.: (____) _____ License No. & Exp.: _____

2. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: (____) _____

Fax No.: (____) _____ License No. & Exp.: _____

3. **Company Name:** _____
Address: _____ Type of Work: _____
_____ Ph. No.: (____) _____
Fax No.: (____) _____ License No. & Exp.: _____

4. **Company Name:** _____
Address: _____ Type of Work: _____
_____ Ph. No.: (____) _____
Fax No.: (____) _____ License No. & Exp.: _____

5. **Company Name:** _____
Address: _____ Type of Work: _____
_____ Ph. No.: (____) _____
Fax No.: (____) _____ License No. & Exp.: _____

6. **Company Name:** _____
Address: _____ Type of Work: _____
_____ Ph. No.: (____) _____
Fax No.: (____) _____ License No. & Exp.: _____

7. **Company Name:** _____
Address: _____ Type of Work: _____
_____ Ph. No.: (____) _____
Fax No.: (____) _____ License No. & Exp.: _____

8. **Company Name:** _____
Address: _____ Type of Work: _____
_____ Ph. No.: (____) _____
Fax No.: (____) _____ License No. & Exp.: _____

9. **Company Name:** _____
Address: _____ Type of Work: _____
_____ Ph. No.: (____) _____
Fax No.: (____) _____ License No. & Exp.: _____

10. **Company Name:** _____
Address: _____ Type of Work: _____
_____ Ph. No.: (____) _____
Fax No.: (____) _____ License No. & Exp.: _____

11. **Company Name:** _____
Address: _____ Type of Work: _____
_____ Ph. No.: (____) _____

Fax No.: (____) _____ License No. & Exp.: _____

12. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: (____) _____

Fax No.: (____) _____ License No. & Exp.: _____

13. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: (____) _____

Fax No.: (____) _____ License No. & Exp.: _____

14. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: (____) _____

Fax No.: (____) _____ License No. & Exp.: _____

15. **Company Name:** _____

Address: _____ Type of Work: _____

_____ Ph. No.: (____) _____

Fax No.: (____) _____ License No. & Exp.: _____

END OF DESIGNATION OF SUB-CONTRACTORS

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID IN
ACCORDANCE WITH PUBLIC CONTRACT CODE §7106

State of California)
) ss
County of Madera)

_____, being first duly sworn, deposes and says
that he or she is _____ of _____ the party making
the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed
person, partnership, company, association, organization, or corporation; that the bid is genuine
and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any
other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired,
connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall
refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix the bid price of the bidder or any
other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other
bidder, to secure any advantage against the public body awarding the contract of anyone
interested in the proposed contract; that all statements contained in the bid are true; and further,
that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will
not pay, any fee to any corporation, partnership, company association, organization, bid
depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true
and correct.

Dated: _____

Signature: _____

END OF NON-COLLUSION AFFIDAVIT

WORKER'S COMPENSATION CERTIFICATE

**CONTRACTOR'S CERTIFICATION
REGARDING WORKERS COMPENSATION**

TO BE EXECUTED AND SUBMITTED WITH BID

Labor Code Section 3700 Provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees'

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self- insurance in accordance with the provisions of that Code and I will comply with those provisions before commencing the performance of the work of this Contract.

CONTRACTOR

By: _____

Type/Print Name

Title

Date

(In accordance with Labor Code section 1860, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

END OF WORKER'S COMPENSATION CERTIFICATE

GUARANTY

- A. Contractor warrants that the Work, which includes any equipment furnished by Contractor as part of the materials, shall: (1) be free from defects in workmanship and material, (2) be free from defects in any design performed by Contractor, (3) be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards, and (4) be suitable for the use stated in the specifications.
- B. The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion verifying County recordation and continue for the period set forth in the specifications or for one year if not so specified. If, during the warranty period, the Work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.
- C. Owner shall give Contractor prompt written notice after discovery of any defective work. Contractor shall correct any such defective work, as well as any damage to any other part of the Work resulting from such defective work, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by the Owner and with due diligence and dispatch as required to make the Work ready for use by Owner, ordinary wear and tear, unusual abuse or neglect excepted. Such corrections shall include, but not be limited to, any necessary adjustments, modifications, changes of design, unless of Owner's design, removal, repair, replacement and reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges and labor as may be necessary, and cost of removal and replacement of work shall be performed at a time and in such a manner so as to minimize the disruption to Owner's use of the Work.
- D. In the event of failure of Contractor or Surety to commence and pursue with diligence said repairs or replacements within seven (7) calendar days after being notified in writing, Owner is hereby authorized to proceed to have any defects repaired or replaced and made good at the expense of Contractor and Surety who hereby agree to pay the costs and charges therefor immediately upon demand.
- E. If, in the opinion of the Owner, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the Owner or to prevent interruption of operations of the Owner, the Owner will attempt to give the written notice required by this Article. If the Contractor or Surety cannot be contacted or neither complies with the Owner's requirements for correction within a reasonable period of time, as determined by Owner, the Owner may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention, and the costs of such correction or attention shall be charged against the Contractor and Surety. Such action by the Owner shall not relieve the Contractor and Surety of the guarantees provided in this Article or elsewhere in the Contract Documents.
- F. This Article does not, in any way, limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to Owner all appropriate guarantee or warranty certificates upon completion of the Project or upon request by Owner.
- G. All guarantees required under this Article shall be submitted to the Owner in the following form as a prerequisite to final payment:
- i. GUARANTEE FOR _____, we hereby guarantee the
_____, which we have installed in the
_____ at _____ for
_____ years from date of recordation of the Notice of Completion.
- H. Contractor agrees to repair or replace to the satisfaction of the Owner any and all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and

unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing. Contractor agrees to respond to first notice within 48 hours and to remedy the condition within seven (7) calendar days. If the Contractor fails to comply with the above mentioned conditions within seven (7) calendar days after being notified in writing, the Owner may have the defects repaired and made good at the Contractor's expense and the Contractor will pay the costs and charges therefor immediately upon demand. Any and all guarantees offered by manufacturers of equipment used or installed in the Project shall also be extended to the Owner.

- I. In addition, Contractor shall provide to Owner instruction manuals for all items which require same.
- J. Nothing contained in this Article shall limit any other legal rights or remedies available to Owner against either the Contractor or the Surety for breach of the Contract or any other cause of action.
- K. The Owner may recover its reasonable attorney fees and costs in any action to enforce the provisions of this Article.

END OF GUARANTY

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Madera County Resource Management Agency, hereinafter called the "Owner" in the sum of _____ Dollars (\$ _____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the in strict accordance with Contract Documents.

NOW; THEREFORE,

- a. If said bid shall be rejected, or, in the alternative,
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto and shall execute and deliver the required insurance certificates, Performance Bond and Payment Bond in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the Contract created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of the obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Owner in such suit, including reasonable attorney fees to be fixed by the court.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, _____. The name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:
(Principal's Seal)

PRINCIPAL

By: _____

Title: _____

Address: _____

Phone No. _____ Fax No. _____

(Surety Seal)

SURETY

By: _____

Title: _____

Address: _____

Phone No. _____ Fax No. _____

END OF BID BOND

PERFORMANCE BOND

BE ADVISED THAT:

The Madera County Resource Management Agency ("Owner") has awarded to _____ as Principal ("Principal") the Contract for the work described as follows:

The Principal is required to furnish a bond in connection with the Contract guaranteeing faithful performance;

We, the undersigned Contractor, as Principal, and Surety, are held and firmly bound to the Owner in the sum of _____ dollars (\$ _____) (this amount being not less than one hundred percent [110%] of the total amount payable by the Owner under the terms of the Contract awarded by the Owner to the Contractor/Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Contract and any alteration thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the Contract, the Owner having performed the Owner's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly.

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Contractor/Principal by the Owner under the Contract and any modifications thereto, less the amount previously, properly paid by the Owner to the Contractor/Principal.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Contractor/Principal in completing the Contract nor shall Surety accept a bid from Contractor/Principal for completion of the Project if the District, when declaring the Contractor/Principal in default, notifies Surety of the Owner's objection to Contractor's/Principal's further participation in the completion of the Project. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period as provided by the laws of the State of California.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract, or of the work to be performed thereunder, shall in anyway affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract or of the work to be

performed thereunder.

Contractor/Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney fees incurred, with or without suit, in addition to the above amount.

AS WITNESSES, we have affixed our signatures and seals this _____ day of _____.

(Principal's Seal)

PRINCIPAL

By: _____

Title: _____

Address: _____

Phone No. _____ Fax No. _____

(Surety Seal)

SURETY

By: _____

Title: _____

Address: _____

Phone No. _____ Fax No. _____

END OF PERFORMANCE BOND

PAYMENT BOND

BE ADVISED THAT:

Madera County Resource Management Agency ("Owner"), by appropriate action, has awarded to _____ as Principal ("PRINCIPAL"), the Contract for the work described as follows:

The PRINCIPAL is required by Chapter 7, commencing with Section 3247 of the California Civil Code to furnish a bond in connection with the Contract;

THEREFORE, we, the PRINCIPAL and _____ as Surety, are held and firmly bound unto the Owner in the penal sum of \$ _____, Lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this bond.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in California Civil Code section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the California Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the California Employment Development Department, any amounts required to be deducted, withheld, and paid over by section 13020 of the California Unemployment Insurance Code with respect to work and labor thereon of any kind, then Surety will for the same, in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney fees and other litigation expenses and costs as shall be fixed by the court, awarded and taxed as provided in Chapter 7 commencing with section 3247 of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any Contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment for it, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the Contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond shall be construed most strongly against the Surety and in favor of all persons for whose benefit it is given, and under no circumstances shall Surety be released from liability to those for whose benefit the bond has been given, by reason of any breach of Contract between the Owner and original Contractor, or on the part of any obligee named in the bond, but the sole condition of recovery shall be that claimant is a person described in section 3181 of the California Civil Code and has not been paid the full amount of its claim. The Surety hereby waives notice of any change, extension of time, addition, alteration, or modification mentioned above.

AS WITNESS, we have affixed our signatures and seals this _____ day of _____.

In presence of:
(Principal's Seal)

PRINCIPAL

By: _____

Title: _____

Address: _____

Phone No. _____ Fax No. _____

(Surety Seal)

SURETY

By: _____

Title: _____

Address: _____

Phone No. _____ Fax No. _____

END OF PAYMENT BOND

NOTICE OF AWARD

TO: _____

PROJECT: CSA 1 – INDIAN LAKES WATER SYSTEM REPAIRS

The OWNER has considered the Bid submitted by you for the above described WORK in response to its Request for Proposal dated _____.

You are hereby Notified that your BID has been accepted, and the sum of the items amounts to \$ _____.

You are required by the Proposal to Bidders to execute the Agreement within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD dated this _____ day of _____ to the OWNER.

COUNTY OF MADERA
OWNER

By: _____

Title: Board Chairman

ACCEPTANCE OF NOTICE

Receipt of the foregoing NOTICE OF AWARD is hereby acknowledged

By: _____

this the _____ Day of _____, 20____

By: _____

Title _____

END OF NOTICE OF AWARD

DIVISION 02- SPECIAL PROVISIONS AND SPECIFICATIONS

1. General Description of the Work

- A. The project entails the replacement of three (3) pressure filters and the replacement of an existing contact tank, as well as the installation of a pressure relief valve and piping (see attached drawing for details) for the existing treatment plant in county service area, Indian Lakes CSA -1 in Coarsegold. Located in the South West corner of Picayune Road and Delaware Road in Coarsegold.

2. Progress Payments

- A. The twentieth (20th) calendar day of each month shall be considered the cutoff day for estimated work performed for the month. Payments will generally be mailed on or about the fifth day of the following month for this project. Work shall be paid upon completion of each item.

3. Withheld Contract Funds

- A. Pursuant to Section 4590 of the California Government Code, the Contractor at its own expense may deposit securities pledged in favor of the Owner with the Owner or a State or Federally chartered bank as the escrow agent, in lieu of having monies withheld by the Owner to insure performance under the Contract.
- B. The amount of securities to be deposited shall be equivalent to the maximum amount permitted to be withheld as specified in Subsections (b) and (c) of Section 9 of the Standard Specifications. Upon such deposit, any such withheld monies shall be paid to Contractor. The securities which will be allowed to be substituted are those listed in Section 16430 of the California Government Code or bank, or savings and loan certificates of deposit. The Owner may claim and receive all or a portion of these securities to be used for the same purposes and expenditures as if monies had been withheld. Subject to the foregoing, the Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

4. Construction Schedule and Order of Work

- A. Contractor shall begin work within five (5) working days of issuance of Notice to Proceed, and shall diligently prosecute the work during the contract period. Contractor shall submit a schedule to the County prior to the Notice to Proceed, showing major construction activities and milestones, ending with completion of the project within the contract time. Failure to timely complete the contract due to failure to promptly proceed or prosecute the work may be cause for Contractor to forfeit a part of the Contract price due to delay.

5. Forfeiture Due to Delay

- A. County and Contractor agree that time is of the essence under this agreement. Contractor shall complete work within the days specified in the County intends to issue a Notice to Proceed no later than October 1, 2010. Should County meet that schedule, project construction shall be complete by March 1, 2011, including all compaction and disinfection testing and cleanup.

- B. Should Contractor fail to complete the contract work by March 1, 2010 Contractor shall forfeit \$1,000 of the Contract Price per calendar day as compensation to County. Cooperation with Others
- A. At all times Contractor shall extend full cooperation to other contractors and to all others performing work within or adjacent to the project work areas, including employees and other contractors of the County and all landholders and their employees or contractors performing private work, if any.

6. Shop Drawings and Submittals

- A. When shop drawings or other submittals are required by the Plans or Specifications, or requested by the Engineer, they shall be prepared in accordance with current modern engineering practice at the Contractor's expense. The Contractor shall submit a minimum of five (5) copies of each submittal of which two sets will be retained by the Engineer. Drawings shall be of a size and scale to show clearly all necessary details and shall be transmitted with a letter of transmittal to the Engineer for approval or correction a minimum of seven (7) days or as specified under the description of bid item, whichever is more stringent, before approved drawings or submittals will be required for commencing the work.
- B. Materials or equipment that require a shop drawing or submittal as required herein shall not be purchased or fabricated nor shall any work done on these items, before approval of the drawings or submittals.
- C. When first submitted by the Contractor, each drawing submittal shall consist of a good quality transparency and the required 5 paper copies. If approved without change or correction, three approved copies on paper will be furnished to the Contractor. If extensive additions or corrections are required, the Engineer will return one marked-up paper copy to the Contractor, together with the transparency, for correction and resubmission. Approved transparencies will be retained by the Engineer.
- D. Approval of drawings by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the drawings or from deviations from the Contract Documents unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal submitted with the drawings. The Contractor shall be responsible for the correctness of the drawings, for shop fits and field connections, and for the results obtained by use of such drawings.
- E. When required by the Specifications, assembly drawings, parts lists, nomenclature lists or diagrams shall be furnished.
- F. Full compensation for all costs involved in preparation of shop drawings and submittals and the submittal thereof, including, but not limited to the any delays of the work resulting from their rejection and re-submittal shall be included in the amount bid for the various items of work requiring shop drawing or submittals and no separate payment will be made therefor.

7. Project Site Maintenance

7.1. Protection of Existing Improvements

- A. All existing improvements, including fences, mailboxes, sidewalks, landscaping, landscape irrigation systems, structures, signs, poles, etc., located adjacent to the

work area shall be protected from any damage and preserved in their previously existing condition throughout the duration of the project.

- B. Should any improvement become damaged through the actions of Contractor, it shall be repaired to its pre-existing condition at no expense to its owner or the County.
- C. The cost of reinstalling any existing improvement such as poles, billboards, fences, etc. required as a result of raising or lowering the existing ground elevations shall be borne by Contractor and shall be included in the various other items of work. No additional payment will be made therefore.

7.2. Protection of Existing Utilities

- A. All existing utilities adjacent to the work area shall be protected from any damage and preserved in their previously existing condition throughout the duration of the project. Any damage to these lines shall be repaired to the satisfaction of the respective utility company and at no additional expense to the County.
- B. Contact USA at 811 prior to any work in these areas.
- C. Before commencing excavation, the Contractor shall notify all utility authorities or utility companies having possible interest in the work of the Contractor's intention to excavate proximate to existing facilities and Contractor shall verify the location of any utilities within the work area.
- D. All existing utility mains and service lines shall be kept in constant service during the construction of this Contract. Hand excavating shall be employed where necessary to safely expose existing utilities.
- E. Full compensation for all costs involved in locating, verifying, protecting, exposing (including hand excavating), coordinating of work and otherwise providing for utilities, shall be included in the amounts bid for the various items of work and no separate payment shall be made therefor.

7.3. Tree, Bush, and Vine Removal

- A. Contractor shall remove only those trees, bushes, and vines so designated on the Plans; Contractor shall protect all remaining trees, bushes, and vines in place.

7.4. Cleanup and Dust Control

- A. Throughout all phases of construction, including suspension of work, and until final acceptance of the project, Contractor shall keep the work site clean and free from rubbish and debris. Contractor shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or by other means as necessary.
- B. The Contractor shall provide dust control for the entire construction site as required by the site conditions, by Engineer and by these Special Provisions.
- C. Dust control measures shall be fully and adequately carried out on weekdays, weekends and holidays, and when necessary, before or after normal working hours. The Contractor shall comply with all requirements of the Fugitive Dust

Rules of regulation VIII of the San Joaquin Valley Unified Air Pollution Control District.

- D. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.
- E. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire worksite shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory, clean and neat appearance.
- F. Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.
- G. Failure of Contractor to comply with the County's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension.
- H. All cleanup costs shall be included in the various items of work in Contractor's bid. No separate payment will be made.

7.5. Sanitation

- A. Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These facilities shall be maintained in a neat, sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations regarding the public health and sanitation of dwellings and camps.

7.6. Storm Drainage During Construction

- A. Earth dams will not be permitted at catch basin openings, local depressions, or elsewhere except in time of emergency. Temporary dams of sand bags, asphalt concrete, or other acceptable material may be permitted when necessary to protect the work, provided that their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as they are no longer needed.
- B. The Contractor shall maintain all existing drainage systems in functional order within construction areas throughout the length of this Contract.
- C. The Contractor shall install, operate, maintain, relocate as necessary and remove at the completion of the work all dewatering systems as necessary to enable the Contractor to construct all project work without undue interference from ground water or errant irrigation flow. Water from the dewatering operations shall be disposed of in a manner so as to not adversely affect the work.
- D. The Contractor may discharge water to Owner's property in a manner and to a location or locations approved by the Engineer or to adjacent land owned by private parties provided the Contractor has written approval from the landowner and provides a copy of that approval to the Engineer.

7.7. Water for Construction

- A. The use of water for testing, sterilization, compaction, and other construction purposes shall conform to the provisions of Sections 17-1.02 and 17-1.025 of the Caltrans Standard Specifications.

- B. Potable water for construction will be provided by the County. Contractor shall make application to the County Engineering Department, and upon payment of a \$40.00 fee a meter will be installed on a fire hydrant. No other charge will be made for water used on this project. Contractor shall make all arrangements to transport the water and shall, at his own expense, provide facilities for conveying water from the fire hydrant to the point of use.
- C. Full compensation for developing and applying water shall be included in the various other items of work, and no additional compensation will be made therefore.

8. Testing During Construction

- A. Initial tests of materials and workmanship, such as compaction tests, will be performed at no expense to Contractor. However, the cost of all retesting required due to failure of the material to meet specification will be deducted from the money due or that may become due Contractor under the contract.

9. Permits

- A. The work sites are on County of Madera property. A Madera County business license is required (fee is \$40.00). In lieu of a County Business license, a copy of a current Business License from the City of Madera or City of Chowchilla, together with a completed County application, is acceptable.
- B. The Contractor will be required to obtain the Road Encroachment Permit. If the contractor has any questions, contact Ted Michel at County Road Department, 675-7817 Ext. 506.
- C. Any conditions of that permit will become part of these Contract Documents.

10. Contractor's Investigation of the Jobsite

- A. It shall be Contractor's responsibility to inspect the jobsite and familiarize himself with all conditions, which may affect the work, described herein, whether or not such conditions are correctly represented or shown on the drawings.
- B. Contractor shall take all such conditions into account in the preparation of his bid and shall provide the County with a complete, satisfactory project as specified.

11. Potholing and Locating Existing Utilities

- A. The Contractor shall, as directed by the Engineer, expose existing utilities as necessary in advance of the work to precisely locate them and allow advance decisions to be made.
- B. Full compensation for such exposing of existing utilities shall be included in the amount bid for the various pipeline bid items and no separate payment shall be made therefor.

12. Pre-Construction Conference

- A. In accordance with Owner Construction Policies, a preconstruction conference shall precede any construction work with regard to this project. The Contractor shall contact the Owner a minimum of ten (10) working days in advance of the

start of construction to schedule the meeting.

- B. The Contractor and his job superintendent, the Contractor's Subcontractors and their job superintendents, and a representative of the Owner shall attend the pre-construction conference. Representatives of interested agencies affected by the work will also be invited to the pre-construction conference. The Contractor shall present his proposed schedule of operations at the meeting along with documentation that the appropriate permits have been secured to proceed with the work.
- C. Full compensation for all costs associated with preparing for, and attending the pre-construction meeting shall be included in the amount bid for the various items of work and no additional payment will be made therefore.

13. Site Security and Monitoring of Construction Sites

- A. The Contractor shall secure the site all times, including those times when active work is not in progress, such as at night or on non-working days. The Contractor shall provide temporary construction fencing as necessary and agreed to by both the Owner and the Contractor. Any necessary chains and locks will be provided by the Contractor.
- B. The Contractor shall monitor the construction sites on a regular basis during working and non-working hours, including weekends and holidays, to ensure that no situations arise, relating to the condition of the work site, which could pose a threat to public safety. In addition the Contractor shall furnish to the Owner, prior to the issuance of the "Notice to Proceed", a list of persons, together with their addresses and home telephone numbers, who are authorized to act on behalf of the Contractor in an emergency arising out of conditions at the work site after normal working hours.
- C. Full compensation for all costs involved in site security and monitoring of construction sites shall be included in the amount bid for the various items of work, and no separate payment will be made therefore.

14. Property Corners and Benchmark Monuments

- A. The Contractor shall preserve and protect all existing property corner and benchmark monuments encountered in the work. Should the Contractor disturb either of these two types of monuments, the Contractor shall engage the services of a licensed land surveyor or registered civil engineer (who, in the case of property corner monuments has authority to do such work) to replace the damaged or disturbed monument at the Contractor's sole expense and no additional payment will be made therefore.

15. Construction Surveying and Staking

- A. Detailed and/or special staking required by Contractor for construction purposes is Contractor's responsibility.
- B. Contractor shall carefully preserve all monuments, property corners, reference points, and other survey points, and in case of their loss or disturbance, shall be charged with the cost of their replacement and any other expenses resulting from their loss or disturbance.

16. Public Notification

- A. Not less than 1 day nor more than 2 days prior to proceeding with the work in any given area, the Contractor shall notify in writing all residents and tenants directly affected by the construction work of its nature, the approximate time of the completion of work, and anticipated inconveniences. The notice shall be on the contracting firm's letterhead and shall be signed and include the project superintendent's name and telephone number. Prior to commencing work in each given area, the Contractor shall furnish the County a copy of the notice given to residents and tenants and shall certify the date, location and method by which the notice was delivered.
- B. For every occurrence when property access or water service is to be interrupted by the Contractor's work, the Contractor shall give written notice to all affected residents/tenants not less than one (1) day nor more than two (2) days prior to said interruption. Notice shall include the estimated duration of service disruption. These notice(s) shall be in addition to the initial notice to residents described above.
- C. Water service disruption shall not exceed three (3) hours for any given day. Property access disruption shall not exceed eight (8) hours for any given day without prior written authorization from owner.
- D. The Contractor shall conduct his operations in a manner, which minimizes these disruptions, shall so instruct his labor force and subcontractors to minimize disruption, and shall provide accurate and timely information to residents and business along the work as well as the public. All workers shall conduct themselves in a respectful and businesslike manner while engaged in work on this project.
- E. Full compensation for providing access to property and all provisions of this section shall be included in the amount for the various items of work and no separate payment will be made therefore.

17. Methods and Materials

- A. Contractor shall supply all labor, materials, tools, equipment and incidentals required to complete the work contemplated as shown and specified.
- B. Workers shall be competent for the tasks delegated to them. They shall perform those tasks in a workmanlike manner in accordance with the industry standard, and shall receive supervision adequate to assure the overall quality of the project.
- C. All materials shall be new, except where the Specifications and/or Drawings specifically call for reuse of existing materials. Where no specification is given for particular material, standard industrial grade materials shall be used. Materials shall be selected to meet the requirements of all applicable codes and regulations.
- D. Contractor's tools and equipment (including rented equipment) shall be kept in safe operating condition. Only tools appropriate to the job shall be employed.
- E. It shall be Contractor's responsibility to supply any incidental materials and complete incidental tasks required to provide County with functioning, fully-operational project at the completion of construction. Full compensation for any incidental work shall be included in the amount bid.

17.1. Certificates of Compliance

- A. Contractor shall furnish certificates of compliance for all materials furnished (i.e., that they comply with the Plans and Specifications.

18. Safety

- A. **Safety on the project shall be Contractor's responsibility. Construction review by County personnel shall not relieve Contractor of his responsibility to assure a safe working environment. All construction shall be carried out in accordance with applicable Cal OSHA orders.**

Section 20 – Iron and Manganese Removal Specifications

20.1 GENERAL

20.1.1 SUMMARY

- A. Section includes: Furnishing and installation of a fully automatic, pressure type, iron and manganese removal filtration system, complete and operable, as indicated on the Drawings and as specified herein. The filtration system as manufactured by Rescue Engineers shall be used as the *"Basis of Bid"*.
- B. Work included in this section:
 - 1. Pressure filters and appurtenances
 - 2. Filter media

20.1.2 SUBMITTALS

- A. Product Review:
 - 1. Shop drawings: Submit shop drawings of the filter, piping, under drain, appurtenances and filter control panel, for review. The submittals shall contain sufficient data to show that the equipment conforms to the Specification requirements, including: sizes and locations of equipment, devices, and pipe sizes; materials of construction; and pertinent manufacturer's data.
 - 2. Provide design and structural calculations stamped by a professional engineer for the filter supports and seismic anchorage.
 - 3. Hydraulic calculations: Submit hydraulic calculation of design pressure loss for clean filter bed and backwash conditions, and uniformity of flow for influent distributor/backwash collector and underdrain piping. Demonstrate conformance to the requirements of this Section. Base the calculations on the actual pipe sizes and configuration, orifice locations, filter media, and support bed, and appurtenant piping.
 - 4. Media samples and certification: Submit a sample of each size of gravel, anthracite, and silica sand for testing to determine compliance with the specifications. Submit

certification with the samples from the supplier stating that the media conforms to AWWA B100. Samples shall receive favorable review prior to shipment.

5. All components shall be NSF approved.

B. Product Information:

1. Provide Form U-1A certifying the pressure vessel construction (include in O & M manual).
2. Manuals: Furnish manufacturer's installation and operation manuals, bulletins, and spare parts, if any. Manuals are specifically not to be a mere compilation of manufacturer's bulletins. Provide specific step-by-step, plain language instructions for the operation of the filter system in all modes and for extended-period shutdown and maintenance of any filter vessel and combination of vessels.
3. Affidavits: Furnish affidavits from the manufacturer stating that the complete filtration system and associated equipment have been properly sized, installed, seismically restrained, adjusted and tested, and are ready for full time operation.
4. Provide a list of similar operating iron and manganese removal facilities in conformance with Paragraph 33.1.3 B. Also, list all water treatment plants operating in the Fresno and Madera county areas. Provide up-to-date list complete with name, telephone number, and address of the current operator and engineer for each facility.
5. Provide one year written warranty.
6. Provide the resume showing the experience of the pressure filter manufacturer's trained field representative.

20.1.3 QUALITY ASSURANCE

A. All equipment furnished or modified under this Section shall:

1. Be of a manufacturer who has been regularly engaged in the design and manufacture of the equipment. Manufacturers of filter assembly shall have manufactured the specified filter assemblies for at least five years and demonstrated local experience.
2. Filter supplier shall provide a list of at least five similar iron and manganese removal facilities that have been successfully removing iron and manganese for at least three years.

B. The filter manufacturer's trained field representative shall meet the following experience requirements

1. Have overseen the installation and startup of not less than ten pressure filters.

2. Have overseen the startup of not less than five water treatment facilities removing iron and manganese.

C. The filter shall be fabricated in an ASME Code certified manufacturing facility.

20.1.4 SEISMIC PROTECTION

- A. All equipment specified in this Section requires Zone 3 seismic restraint. Submit seismic anchorage calculations.

20.1.5 SYSTEM RESPONSIBILITY

- A. The filter supplier shall be responsible for furnishing, coordinating, overseeing assembly and installation, testing, and starting up the pressure filter system which includes:

1. Pressure filter (complete with appurtenant items).

20.1.6 DESIGN REQUIREMENTS

The pressure filter equipment shall be designed for the following requirements:

- Design rate of flow: 600 gpm raw water
- Filter loading rate at design rate of flow: approximately 3.14 gpm/SF
- Normal operating pressure: 5 psig
- Influent water quality ranges as noted below:

Parameter	Influent Water Quality Range
Iron	653 – 712 µg/L
Manganese	150 – 210 µg/L
19. pH of raw water	7.0 – 7.3 s.u.
Alkalinity (CaCO ₃)	138 – 169 mg/L
Total Dissolved Solids	254
Hardness	132 – 165 mg/L

- A. The iron and manganese removal process for this project provides for chlorine addition followed by filtration/adsorption.
- B. The pressure filter manufacturer shall review the filter influent raw water quality and the specific requirements of these Specifications. The pressure filter manufacturer shall provide a filtration system designed to consistently produce a plant effluent having iron and manganese concentrations and operational conditions as noted below:

Condition	Average	Maximum
Iron Concentration in Filtered Water	<0.05 mg/L	<0.10mg/L
Manganese Concentration in Filtered Water	<0.02 mg/L	<0.04 mg/L
Backwash Water Consumption	<5% of throughput volume	NA

20.1.7 PERFORMANCE GUARANTEE

- A. Submit a performance guarantee as part of the warranty described herein from the filter manufacturer stating that the pressure filter will meet the performance test requirements of this Section for effluent quality, hydraulic capacity and backwash water production.

19.1.1.1. 33.2 – PRODUCTS

20.2.1 FILTER SYSTEM

Furnish and install a contact tank, three vertical pressure filters complete with filter media, filter controls and instruments, valves, contact tank, chemical feed system and piping as required to remove iron and manganese from the water.

- A. The filter system characteristics and performance requirements shall be as follows:

Parameter	Requirement
Number of Filters	3 vertical pressure
System Flow Rate	600 gpm
Backwash Flow Rate Maximum	950 gpm
Backwash Flow Rate Minimum	500 gpm
Surface Loading Rate	3.14 gpm/SF
Surface Wash Rate	2.0 gpm/SF
Backwash Rate Minimum	10.0 gpm/SF
Backwash Rate Maximum	15.0 gpm/SF
Maximum Head Loss	10.0 psi
Outside Diameter	108 inches
Overall Height	9 feet
Contact Tank Diameter	6 feet
Contact Tank Height	9 feet

- B. The filters and contact tank shall be designed, constructed, welded, pressure tested, and inspected in accordance with Section VIII, Division I of the ASME Code. The design pressure shall be 75 psig at ambient temperature. Materials of construction shall be ASTM A 285 Grade C, ASTM A 515, or ASTM A 516 carbon steel or better. The vessel head style shall be flanged and dished. All vessel piping connections shall be of Schedule 40 carbon steel with 150 lb. Fittings.
- C. The filter and contact tank shell shall be supported by structural steel support legs welded to the vessels. Seismic loads shall be carried to the concrete foundation with the anchorage system designed by the filter supplier.
- D. Equip each filter unit with the following appurtenances:

1. One (1) 14" x 18" manhole in upper quadrant.
2. One (1) 12" diameter media dump port nozzle in lower sideshell. Furnish with blind flange.
3. One (1) 2-inch half coupling for air/vacuum valve or air release valves.
4. One (1) 8-inch diameter influent water distribution/backwash collection upper header.
5. One (1) 8-inch diameter filtered water collection/backwash supply header.
6. One (1) 3-inch diameter surface wash supply header.
7. One (1) 2-inch diameter drain coupling with ball valve on effluent nozzle.
8. Two (2) lifting lugs.

20.2.2 FILTER INTERNALS

- A. The 8-inch upper inlet water distribution/backwash waste collection system shall be designed to provide even distribution/collection of flow. The system shall be Schedule 80 PVC, fabricated in flanged segments for field installation inside the filter. It shall consist of at least four 4-inch ell-up collectors connected to the 8-inch main header. Provide structural support integral to the filter vessels to support the collection system.
- B. The 8-inch underdrain header shall be integral to the filter vessel. It shall be type 304 stainless steel for long term corrosion protection. Schedule 80 PVC or painted carbon steel is not acceptable. The underdrain header shall be equipped with type 304 stainless steel half couplings; sized and spaced by the filter manufacturer (1½" minimum). The 8-inch header exterior to the filter shall have a 2-inch half coupling with a 2-inch ball valve to facilitate filter drain down.
- C. Filter underdrain laterals shall be the drilled orifice type. Size of lateral, diameter and spacing of orifices per filter manufacturer's design. Underdrain design to be supported by hydraulic calculations specified in Section 1.02A. Underdrain laterals to be Schedule 80 PVC.
- D. Filters to be furnished with a fixed grid surface wash system consisting of a 3-inch supply header and surface wash laterals. Lateral size and spacing to be per filter manufacturer's design (maximum spacing of 18 inches). Laterals to contain spray nozzle(s) spaced as necessary to result in the specified surface wash flow rate. The 3-inch supply header to be type 304 stainless steel and integral to tank. The supply header to contain type 304 stainless half couplings to connect surface wash laterals. Laterals to be Schedule 80 PVC.

20.2.3 FILTER MEDIA

- A. The filter manufacturer shall furnish silica sand, anthracite filter media, and the gravel support bed. Filter media materials shall conform to AWWA B100. The filter media shall be generally spherical in shape and conform to the following requirements before and after installation:

Material	Depth (inches)	Effective Size (mm)	Uniformity Coefficient	Specific Gravity
Anthracite	12	0.8 to 0.9	Less than 1.50	1.60 ±0.05
Silica Sand	18	0.45 to 0.55	Less than 1.50	2.60 ±0.10

- B. Anthracite coal shall be No. 1 grade with a MOH hardness of over 3.0. Not more than 20 percent of the total weight or number of particles shall be thin or flat as defined by one dimension exceeding three times the other dimension.
- C. A gravel support bed is required with the header/lateral type underdrain system. The gravel support bed in the filter shall be a minimum of 20 inches in depth and shall consist of five sizes of gravel, starting with 3/4" to 1½" at the bottom. The lower layer shall completely cover the underdrain. The ratio of maximum to minimum particle size in a gravel layer shall not exceed 2.0. Between adjoining gravel layers, the ratio of maximum particle size of the coarser layer shall not be greater than 4 times the minimum particle size of the finer layer. The minimum particle size of the top support layer shall be 4 to 4.5 times the effective size of the silica sand media. The gravel shall be clean, carefully graded and free from lime and iron. The gravel in each layer shall have a specific gravity of not less than 2.6. Gravel shall be graded to uniformly disperse backwash water across the entire filter bed area without channeling or excessive wall upflow velocities.
- D. The support gravel, silica sand, and anthracite must meet American Water Works Association Specification B100.
- E. The filter media shall have not less than a 30 percent or more than 50 percent rise in media depth during backwash.
- F. Wash and screen all anthracite, silica sand, and support gravel before shipment.
- G. Filter Media Packaging. The filter manufacturer shall furnish filter media in sufficient quantity for initial operation of the filters plus an additional 10 percent of the calculated required volumes of anthracite coal and silica sand for future use by the Owner. All media shall be shipped to the job site in one cubic foot sealed bags on pallets or sealed super-sacks, with the contents of each bag plainly marked on the exterior. Provide the excess media in one cubic foot sealed bags on pallets.
- H. The filter manufacturer shall have a factory trained on-site representative to supervise the installation of the filter media and support gravel, and placing the units into service.

20.2.4 PAINTING

- A. Factory apply the following paint system to the filter interior (excluding stainless steel piping): Near white sandblast in accordance with recommended methods outlined in the Steel Structures Painting Council's Specification SSPC-SP10 (NACE No. 2). A surface profile of 1.5 to 2.5 mils is required. Immediately after abrasive blasting and before any rust can develop, apply one prime coat of Tnemec Series 140 Beige Pota-Pox Plus or approved equal, to a dry film thickness of 4.0-5.0 mils. Finish coat to be Tnemec Series 140 WHO2 Tank White, or approved equal. Dry film thickness to be 4.0 to 5.0 mils.
- B. The exterior of the filter tanks shall be prepared and primed as follows:

1. Surfaces shall be abrasive blast cleaned to a commercial finish in accordance with the recommended methods outlined in the Steel Structures Painting Council's Specification SSPC-SP6 (NACE No. 3). A surface profile of 1.5 to 2.0 mils is required.
2. Prime coat. Immediately after blasting and before any rusting occurs, apply one coat of rust inhibitive primer to a dry film thickness of 2.0 to 3.0 mils.
3. Finish coat. Topcoat is to be field applied after the filters are installed and media loaded. Finish coat to be in accordance with Protective Coatings, Section 31.

20.4 – EXECUTION

20.4.1 INSTALLATION

- A. Receive shipment, offload, and install the filter vessels in strict conformance with the manufacturer's installation instructions.
- B. Internal Coatings. After the filter is installed, inspect the interior. Touch up or repair any marred or scratched coatings to the satisfaction of the Owner prior to placing media. Spark test all repaired surfaces to verify that they are holiday free.
- C. Underdrains:
 1. After the filter is installed, place lean concrete (1000 psi) in the bottom of the filter vessel up to the bottom of the underdrain header.
 2. Before installation of the media, vacuum clean the underdrain area, all piping, and all surfaces that come into contact with the backwash supply water. This cleaning must be favorably reviewed before beginning placement of the filter media.
 3. The media shall be placed carefully to avoid damage to the underdrain system and coatings.
 4. After the media is installed, backwash at 15 gpm/SF until media fines have been removed.
- D. Surface Wash. Install laterals and nozzles. Keep all debris out of the piping.
- E. Disinfect filters and piping per SECTION 26 - CHLORINATION prior to placing into service.

20.4.2 FIELD SERVICE

- A. The filter manufacturer shall inspect and supervise the installation and certify that the Contractor has installed the filter equipment in the correct manner. In addition, the filter

manufacturer shall be responsible for and oversee the placement of filter internals; placement of concrete fill, support gravel, filter media placement; placing the filter system in service; and conducting the performance tests. The cost of this service shall be included in the Contract price.

- B. The filter manufacturer shall provide a trained field representative to instruct operating personnel in the proper use and maintenance of the new filters and controls. The operational instruction shall be for a period of three eight-hour days during startup. The filter manufacturer's field engineer will return 30 days after startup and provide an additional four hours of training.

20.4.3 PERFORMANCE TESTING

- A. Furnish all equipment required to complete the filter performance tests.

The filter manufacturer shall start up the equipment, make necessary adjustments, and demonstrate to the Owner that all components of the filtration system are in proper operating condition by continuous operation for a period of not less than 72 continuous hours (3 full days). Successfully accomplish at least one manual backwash and one automatic backwash event during this period, one of which shall be induced by simulating a high head loss condition. During this period, the manufacturer's representative(s) shall explain and train the operations personnel on the function, operation and maintenance of the filtration equipment.

Filter supplier to furnish a HACH DR/890 colorimeter to conduct field iron, manganese, and chlorine residual test. Colorimeter becomes the property of the Owner following performance testing.

20.4.4 WARRANTY

The filter supplier shall warrant the satisfactory performance of the filter installation for a period of one year following system testing and placement in operation. In the event there is a difficulty in the operation or failure of the equipment, the filter supplier will be notified by telephone and must provide advice on correction within 24 hours. If the performance or operational condition deficiency continues for more than seven days, a factory-trained representative of the filter equipment supplier shall come to the site and correct the condition to the satisfaction of the Owner.

Section 21 – Pressure Relief Valve with Limit Switch

1. The pressure relief valve shall be hydraulically operated with a double chambered diaphragm actuator controlled by an adjustable pilot valve. The diaphragm actuator containing two control chambers, separating partition and valve stem bearing, shall be removable as one complete assembly. The valves shall have a single removable seat with free flow opening and a resilient sealing disc for drip tight closing. The pilot valve shall be a direct acting, diaphragm valve with integral pressure sensing and adjustable spring load. The pilot control system shall include isolation valves, large control filter, needle valves, pilot valves, and pressure gauges. The valve shall have an external position indicator and adjustable limit switch that activates when the valve begins to open.

2. Valve shall be NSF approved. The minimum working pressure shall be 175 psi. All valves shall have class 125 flanges conforming to ANSI B16.1 and shall have a factory-applied epoxy coating. All exposed valves shall have sensing lines and pilots protected from freezing. The main valve

and actuator shall be cast iron with SAE 303 stainless steel trim and position indicator. The pilot control system shall be cast bronze conforming to ASTM B62, with SAE 303 stainless steel trim and seat. Diaphragms shall be nylon reinforced neoprene and seals shall be Buna-N. The valve body and throttling disc shall be designed to provide a cavitation factor of 0.35 or less.

3. The pilot adjustment range shall be 7-200 psi with an initial setting of 70 psi. The valve shall be a Bermad Model 730 or approved equal.

EXHIBIT “A”

EXHIBIT “A”

STANDARD CONTRACT LANGUAGE

1. Buy American:

(a) In General.—It is the sense of Congress that, to the extent practicable, all equipment and products purchased with funds made available under this Act [33 U.S.C. 1251 et. Seq. and in accordance with section 215 of the Clean Water Act] should be American made.

2. Equal Opportunity Clause.

In compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" and as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) the contractor shall agree to comply to said orders, including but not limited to as follows:

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its

books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph (2) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of

September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

3. Federal Equal Employment Opportunity Construction Contract Specifications.

a. As used in these specifications:

- i. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
- ii. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- iii. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- iv. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- b. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include

in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- c. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.
- d. The contractor shall implement the specific affirmative action standards provided in paragraphs g.i. through g.xvi. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- e. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- f. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment

opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

- g. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
- i. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - ii. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - iii. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
 - iv. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - v. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor.

The contractor shall provide notice of these programs to the sources compiled under 7.b. above.

- vi. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- vii. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- viii. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- ix. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- x. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- xi. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.

- xii. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - xiii. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - xiv. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - xv. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - xvi. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- h. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
- i. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women

generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

- j. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- k. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- l. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- m. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- n. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- o. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident.
- p. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any

segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

*Parking lots, drinking fountains, recreation or entertainment areas.

4. Anti-Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

Contractor certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

6. Audits and access to records:

Contractor agrees that the County of Madera, Environmental Protection Agency, the Comptroller General of the United States, or any authorized designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of (3) three years after final payment, unless a longer period of record retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

7. Clean Air Act (42 U.S.C. 1857 (h))/Clean Water Act (33 U.S.C. 1368 § 508/Executive Order 11738/ and Environmental Protection Agency (40 CFR part 15):

Contracts and subcontracts of amounts in excess of \$100,000 shall require contractor to agree and comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1857 (h)), Clean Water Act (33 U.S.C. 1368 § 508, Executive Order 11738, and Environmental Protection Agency (40 CFR part 15). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Contract Work Hours and Safety Standards Act (40 USC 327-330):

For contracts in excess of \$2,000 for constructions contracts and \$2,500 for all other contracts that include the employment of a mechanic or labor, a provision that requires compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330), as supplemented by the Department of Labor regulations (29 CFR, Part 5). Under Section 103, the contractor must compute the wages of mechanics and laborers on the basis of a standard work day of eight hours and a standard work week of 40 hours. Work that exceeds the standards must be compensated at least 1 1/2 times the basic pay rate for overtime hours worked. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market or contracts for transportation. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Copeland "Anti-Kickback" Act (18 USC 874):

Contractor agrees to and shall include in all contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and sub recipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or sub recipient shall be prohibited from including, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the agency immediately.

10. Davis Bacon Act, as amended (40 USC 276a to a-7)

As required by the Federal Granting agency, contractor agrees to and shall include in all contracts and sub contracts provision for compliance with Davis Bacon Act (40 USC 276a-a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction". Under this Act the contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor at the job site.

11. Copyrights (41 CFR 105-71.134):

The federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for federal government purposes; a) the copyright in any work developed under the grant, subgrant, or contract under a grant or subgrant; b) any rights of copyright to which the grantee, subgrantee, or contractor purchases ownership with grant support.

12. Debarred and suspended parties:

All contractors and subcontractors must not make any award or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor and subcontractor shall completed a Self Certification and submit to the awarding agency prior to commencing work.

END OF DOCUMENT